

#24

PTO/SB/82 (09-04)

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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	09/992,491
Filing Date	November 21, 2001
First Named Inventor	Gary S. Hahn
Art Unit	1617
Examiner Name	Yu, Gina C.
Attorney Docket Number	Sensory 0003.CON3

**I hereby revoke all previous powers of attorney given in the above-identified application.**☐ A Power of Attorney is submitted herewith.**OR**☒ I hereby appoint the practitioners associated with the Customer Number: 36032☒ Please change the correspondence address for the above-identified application to:☒ The address associated with  
Customer Number:36032**OR**☐ Firm or  
Individual Name

Address

City

State

Zip

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
*Statement Under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)***SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Lidia Simmons

Date

13 Jan 05

Telephone

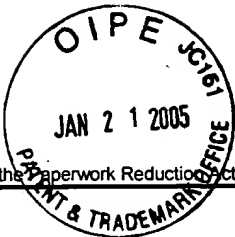
858-550-7070 ext 112

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



#25

PTO/SB/96 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031  
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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Gary S. Hahn and David O. Thueson

Application No./Patent No.: 09/992,491 Filed/Issue Date: November 21, 2001

Entitled: Topical Product Formulations Containing Strontium for Reducing Skin Irritation

Sensory Systems d/b/a Cosmederm Technologies, a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is 100 %

**RECEIVED**

**JAN 27 2005**

**OFFICE OF PETITIONS**

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Gary S. Hahn and David O. Thueson To: Cosmederm Technologies  
The document was recorded in the United States Patent and Trademark Office at  
Reel 8187, Frame 0186, or for which a copy thereof is attached.
2. From: Gary S. Hahn and David O. Thueson To: Cosmederm Technologies  
The document was recorded in the United States Patent and Trademark Office at  
Reel 010641, Frame 0439, or for which a copy thereof is attached.
3. From: Cosmederm Technologies, Inc. To: [various - security interests only]  
The document was recorded in the United States Patent and Trademark Office at  
Reel 8729, Frame 0641, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.03]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

[Signature]  
Signature

13 Jan 05  
Date

Licia Simmons

858-550-7070 ext 112

Printed or Typed Name

Telephone Number

Corporate Secretary / Vice President

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



## Supplemental Listing of Relevant Assignment Information

Application Serial Number 09/992,491

Filing Date – November 12, 2001

Title - Topical Product Formulations Containing Strontium for Reducing Skin Irritation

Inventors – Gary S. Hahn and David O. Thueson

4. From Cosmederm Technologies, Inc. to [various – security interests only]. The document was recorded in the United States Patent and Trademark Office at Reel 007662, Frame 0231.
5. From [various – security interests only] to Cosmederm Technologies, Inc. The document was recorded in the United States Patent and Trademark Office at Reel 009580, Frame 0230.
6. From Cosmederm Technologies, Inc. to Dura Pharmaceuticals, Inc. The document was recorded in the United States Patent and Trademark Office at Reel 009075, Frame 0431.
7. From Dura Pharmaceuticals, Inc. to Akcess Acquisition Group LLC. The document was recorded in the United States Patent and Trademark Office at Reel 010299, Frame 0036.
8. From Akcess Acquisition Group LLC to Dura Pharmaceuticals, Inc. The document was recorded in the United States Patent and Trademark Office at Reel 013705, Frame 0735.
9. From Akcess Acquisition Group LLC to Cosmederm Technologies, LLC. The document was recorded in the United States Patent and Trademark Office at Reel 010499, Frame 0614.
10. From Akcess Acquisition Group LLC to Cosmederm Technologies, LLC. The document was recorded in the United States Patent and Trademark Office at Reel 011064, Frame 0991.
11. From Cosmederm Technologies, LLC to Sensory Systems. The document was recorded in the United States Patent and Trademark Office at Reel 013699, Frame 0115.
12. From Elan Pharmaceuticals, Inc., successor in interest to Dura Pharmaceuticals, Inc. to Cosmederm Technologies, Inc. The document was recorded in the United States Patent and Trademark Office at Reel 013699, Frame 0103.
13. From Akcess Acquisition Group, LLC and Sensory Systems to Elan Pharmaceuticals, Inc., successor in interest to Dura Pharmaceuticals, Inc. A copy of the document, entitled “Modification of Note and Security Agreement,” which was executed on May 3, 2002, is attached hereto.



## MODIFICATION OF NOTE AND SECURITY AGREEMENT

**THIS MODIFICATION OF NOTE** (the "Modification of Note Agreement"), is entered into as of MAY 3, 2002, by and among Elan Pharmaceuticals, Inc., successor in interest to Dura Pharmaceuticals, Inc., a Delaware corporation (the "Holder"), Sensory Systems, a California Corporation ("Sensory") and Akcess Acquisition Group, LLC, a Delaware limited liability company ("Akcess" and together with Sensory, the "Obligors"), pursuant to that certain Confidential Settlement Agreement and Mutual Release (the "Settlement Agreement") by and among certain parties including the Holder and the Obligors and modifies (i) that certain promissory note (the "Subject Note") in the original principal amount of \$645,000 and dated as of May 7, 1999 executed by Akcess to the order of Holder (or its predecessor in interest); and (ii) that certain Security Agreement (the "Security Agreement") dated as of May 7, 1999, executed by Akcess in favor of Holder (or its predecessor in interest).

In consideration of the covenants and agreements set forth in the Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holder and Obligors each agree as follows:

1. **Modification of Subject Note.** Holder and Obligors agree that the Subject Note shall be amended such that (i) all payments of principal and interest shall be deferred, and shall be due and payable, on June 30, 2003, absent an event of material default as defined in the fifth paragraph of the Subject Note, from and after the date hereof, (ii) Holder's name shall be changed from Dura Pharmaceuticals, Inc. to Elan Pharmaceuticals, Inc., (iii) all references to "Obligor" in the Subject Note shall mean "Akcess Acquisition Group LLC and Sensory Systems, jointly and severally", (iv) any reference to warrant or conversion rights shall be deleted. Holder shall retain its warrant rights under the Subject Note. Sensory hereby assumes, as co-obligor, all the obligations as "Obligor" under the Subject Note, jointly and severally with Akcess. Obligors expressly consent to the assignment of the Subject Note, as amended hereby, to Cosmederm Technologies, Inc.

2.. **Modification of Security Agreement.** Holder and Obligors agree that the Security Agreement shall be amended such that all references to "Company" in the Security Agreement shall mean "each of Akcess Acquisition Group LLC and Sensory Systems." Sensory hereby assumes all of the obligations of the "Company" under the Security Agreement, jointly and severally with Akcess. Sensory hereby agrees that it is a party to the Security Agreement. The Holder agrees that Akcess can cease existence provided that such action does not adversely affect the collateral or the rights of the Holder under the Security Agreement.

3. **Confirmation of Security Interests.**

(a) Akcess hereby confirms that the security interests heretofor granted by it under the Security Agreement shall continue to secure all of the obligations under the Subject Note. Akcess further confirms its grant to Holder of a first priority security interest in and lien on all of the tangible and intangible assets (including, without limitation, goods, inventory, accounts, equipment, instruments, general intangibles, documents, chattel paper, deposit accounts, and contract rights) owned by Akcess or in which Akcess had any interest, as of May 7, 1999 and thereafter arising, and products and proceeds thereof, and confirms to Holder and hereby grants to Holder a first priority security interest in all of the tangible and intangible assets (including, without limitation, goods, inventory, accounts, equipment, instruments, general intangibles, documents, chattel paper, deposit accounts, and contract rights) now or hereafter existing or owned by Akcess or in which Akcess shall now or hereafter have any interest, and products and proceeds thereof, to secure all of the obligations under the Subject Note.

(b) To secure all of the obligations under the Subject Note, Sensory hereby grants to the Holder a first priority security interest in and lien on all of the tangible and intangible assets (including, without limitation, goods, inventory, accounts, equipment, instruments, general intangibles, documents, chattel paper, deposit accounts, and contract rights ) (hereinafter "Sensory Assets") now owned or hereafter existing or owned by Sensory, or in which Sensory shall now or hereafter have any interest, and products and proceeds thereof. Notwithstanding the foregoing and anything in the Security Agreement, Holder agrees that Sensory may enter into licenses or similar arrangements for the use of the Sensory Assets in the ordinary course of its business.

4. **Limited Waiver.** Holder hereby waives any payment defaults that may exist under the Subject Note through the date hereof. Holder further waives the following defaults arising through the date hereof:

(a) the grant by Sensory of a lien in favor of McGahn Medical corporation on existing inventory of products bearing the Refinity label to secure obligations not to exceed an aggregate of \$242,000, pursuant to that certain agreement between McGahn Medical Corporation and Sensory Systems dated June 11, 2001.

(b) the transfer of certain assets (including that intellectual property described on Schedule A to the Settlement Agreement) by Akcess to Cosmederm Technologies LLC pursuant to that certain Assignment Agreement dated as of January 11, 2000. The Obligors hereby represent and warrant that those assets are now owned by Sensory Systems, a California corporation, as successor by merger with Cosmederm Technologies LLC, subject to no lien, security interest, encumbrance, charge or mortgage, other than to the Holder.

(c) the failure to keep active those patents or applications listed as inactive on Schedule A to the Settlement Agreement, to the extent that such failure constitutes a default, provided that the Obligors will take any actions reasonably requested by Holder to reinstate such inactive patents or applications. To the extent that the Obligors do not believe that such reinstatement is warranted, Obligors will nonetheless take such actions requested by Holder, the costs and expenses of such actions to be born by the Holder; the Obligors will thereupon assign all its right, title and interest in such patents or applications to Holder, or its successors and assigns.

(d) Obligors hereby represent and warrant that, to their best knowledge, after due inquiry, there exist no defaults under the Subject Note, except as described above in this section 4. In reliance on this representation, Holder waives other defaults under the Subject Note (except for those defaults under sub-sections (ii) and (iii) of paragraph 5 of the Subject Note) that may exist through the date hereof.

5. **Ratification; No Defenses.** The Obligors hereby represent and warrant that no counterclaim, right of set-off, recoupment or defense of any kind exists or is outstanding as of the date hereof with respect to any of the obligations under the Subject Note or Security Agreement. Except as set forth herein, this Modification of Note Agreement shall not, by implication or otherwise, limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Holder under the Subject Note and the Security Agreement, or waive, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Subject Note or the Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Obligors to a consent to, or a waiver, amendment, modification or other

change of, any of the terms, conditions, obligations, covenants or agreements contained in the Subject Note or the Security Agreement in any circumstance.

6. Counterparts. This Modification of Note Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Governing Law. This Modification of Note Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Modification of Note Agreement to be effective as of the date first above written.

HOLDER:

ELAN PHARMACEUTICALS, INC.

By Lisabeth F. Murphy  
Its Vice President and Secretary

OBLIGORS:

AKCESS ACQUISITION GROUP LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

SENSORY SYSTEMS

By \_\_\_\_\_  
Its \_\_\_\_\_

change of, any of the terms, conditions, obligations, covenants or agreements contained in the Subject Note or the Security Agreement in any circumstance.

6. **Counterparts.** This Modification of Note Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Modification of Note Agreement to be effective as of the date first above written.

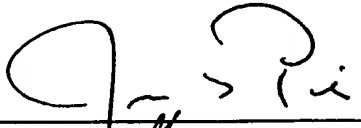
**HOLDER:**

**ELAN PHARMACEUTICALS, INC.**


By \_\_\_\_\_  
Its \_\_\_\_\_

**OBLIGORS:**

**AKCESS ACQUISITION GROUP LLC**

By  \_\_\_\_\_  
Its Manager

**SENSORY SYSTEMS**

By  \_\_\_\_\_  
Its Chairman